

REQUEST FOR PROPOSALS
#16-09
Professional Engineering Services for
Oconee County Solid Waste



Oconee County, SC
Issued: November 3, 2016

Procurement Office
415 South Pine Street
Walhalla, SC 29691

Phone: (864) 638-4141
Fax: (864) 638-4142

OCONEE COUNTY, SOUTH CAROLINA

PROFESSIONAL ENGINEERING SERVICES
FOR OCONEE COUNTY SOLID WASTE

RFP DUE DATE/TIME: **December 1, 2016 at 2:00pm EST**

RFP NUMBER: **16-09**

POINT OF RECEIPT: Procurement Office, Room 100
Attn: Robyn Courtright
Procurement Director
Oconee County Administration Offices
415 South Pine Street
Walhalla, SC 29691

Inquiries - All inquiries concerning this proposal shall be addressed to the Procurement Office. **Contact with other departments or County representatives without permission of the Procurement Director may render your proposal void.**

An **original and six (6) bound copies** of your proposal shall be submitted by the due date above. Outside of package must be clearly marked with RFP number and project description above.

If downloading this solicitation from our website, it is the responsibility of the Proposer to email our office at rcourtright@oconeesc.com to be registered as a potential proposer to receive any subsequent amendments.

Oconee County complies with all South Carolina and Federal laws that prohibit discrimination on the basis of race, sex, age, religion, color, national origin and disability.

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SECTION 1 GENERAL INFORMATION & INSTRUCTIONS

1) DEFINITIONS:

- a) Oconee County hereinafter will be referred to as “County.”
- b) “Proposer” shall be any entity or individual submitting a proposal for the pending solicitation.
- c) All references to days in this solicitation mean calendar days, unless otherwise stated.
- d) All references to “shall,” “must,” and “will” are to be interpreted as mandatory language.
- e) Request for Proposals is a procurement method selected for this pending solicitation and will be referred to as the “RFP.”
- f) “Successful Proposer” shall be the successful Proposer with whom the Contract for Professional Services is entered by the County.

2) PURPOSE

- a) The County seeks proposals from all interested design/consultant engineering firms, licensed in the state of South Carolina, to provide professional engineering/consultant services for various solid waste related projects, in accordance with the specifications and conditions contained in this RFP Package.
- b) This RFP has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by Proposers who wish to submit a proposal for consideration.

3) INSTRUCTIONS

- a) The Proposer shall submit seven (7) sealed proposals, one clearly marked as “Original”, and six (6) copies, enclosed and secured in an envelope/package. The Proposer shall clearly mark and display the Proposer’s name and address, the RFP number and the project identification on outside of envelope/package. Oconee County **shall not** be responsible for unidentified proposals. Proposals shall be addressed to:

**Robyn Courtright, Procurement Director
Oconee County Procurement Office
Room 100
415 South Pine Street
Walhalla, SC 29691**

Hand delivered proposals should be delivered to the same above-referenced address.

- b) The Proposer shall submit the proposal to the Oconee County Procurement Office no later than **December 1, 2016 at 2:00 PM EST** at which time all proposals will be opened and **only the names of the Proposers will be announced**. Proposals received later than the deadline will not be considered and will be returned unopened. Proposers mailing their proposal must allow a sufficient mail delivery period to insure timely receipt of their proposal. Oconee County is not responsible for proposals delayed by mail and delivery services.
- c) Prices and quotations included in the proposal shall remain firm for not less than one hundred twenty (120) calendar days from proposal deadline stated above.
- d) The County shall not be liable for any costs associated with the preparation of responses to this solicitation; therefore, all costs shall be borne by the Proposer.
- e) **There will not be a pre-proposal conference. All prospective Proposers should review the RFP document and all Attachments and submit all questions and/or requests for additional information by the deadline of November 18, 2016, at 2:00 pm EST to Robyn Courtright,**

Procurement Director at rcourtright@oconeesc.com. The Solid Waste Complex and the C&D Landfill are located at 15028 Wells Hwy, Seneca, SC, 29678. If proposers are not familiar with this area, they may schedule a tour with the Solid Waste Director, Swain Still, by emailing him at sstill@oconeesc.com. Any questions arising during the tour must be submitted to the Procurement Director via email. No questions may be directed to any other County employee, or your firm may be disqualified.

- f) It is the intent and purpose of the County that this solicitation promote competition. It shall be the Proposer's responsibility to advise the Procurement Director, in writing, if any language or requirements, or any combination thereof, inadvertently restricts or limits this solicitation to a single source. Such notification shall be submitted in writing, and must be received by the Procurement Director at least five calendar (5) days prior to proposal receipt date. A review of such notification shall be made by the Procurement Director.
- g) Prior to submitting a proposal, each Proposer shall carefully examine the RFP document, study and thoroughly familiarize himself/herself with the specifications/requirements of the RFP and the Contract Documents and notify Oconee County of any conflicts, errors, or discrepancies.
- h) By submission of a proposal, the Proposer guarantees that all goods and services meet the requirements of the RFP during the contract period.
- i) Failure to submit all required information may be determined as a non-responsive proposal.
- j) Any Proposer may withdraw its proposal prior to the closing time for the receipt of proposals. Correction or withdrawal of inadvertently erroneous proposals before or after the opening date, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following:
 - i) Appropriate mistakes discovered by the Proposer before proposal opening may be modified or withdrawn by submitting written notice to the Procurement Department prior to the time set for proposal opening.
 - ii) After opening, no changes in prices or other provisions of proposals prejudicial to the interest of the County shall be permitted.
 - iii) Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of proposals, or to cancel awards, or contracts, after award but prior to performance shall be supported by a written determination made by the Procurement Director.
- k) The Proposer shall follow the following directions for proposal preparation:
 - i) All proposals shall be complete and carefully worded, and must convey all of the information requested by the County. If significant errors are found in the proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone, will be the judge as to whether that variance is significant enough to reject the proposal.
 - ii) Proposals are to be prepared simply and in a manner designed to provide the County with a straightforward presentation of the Proposer's capability to satisfy the requirements of this RFP. The Proposer's proposal must, therefore, follow the RFP format, utilizing the same section titles, schedules, and paragraphs.
 - iii) The Proposer must clearly mark as "**Confidential**" each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act (SCFOIA) as set forth in Chapter 4, Title 30, of the South Carolina Code of Laws, 1976, as amended. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
 - iv) The Proposer shall make its proposal in the official name of the entity or individual under which business is conducted (showing official business address).
 - v) The Proposer shall include on the proposal the Federal Employer Identification Number (FEIN) and

the DUNS number of the entity issuing the proposal (or in the absence of a FEIN and DUNS numbers, the Social Security Number of the individual issuing the proposal).

- vi) The Proposer shall include all applicable requested information and is encouraged to include any additional information the Proposer wishes to be considered. If the proposal includes any comments over and above the specific information requested in our RFP, the Proposer shall include this information as a separate appendix to the proposal.
- vii) The Proposer shall clearly write in ink or type-write all prices and quotations
- viii) A person duly authorized to legally bind the Proposer shall execute all required documents in ink.
- ix) Each copy of the proposal should be bound in a single volume where practical.
- l) A Request for Proposals may result in additional negotiations. To maintain the integrity of the procurement process, all contacts and discussions shall be directed to the Procurement Director.
- m) Verbal comments or discussions by County personnel relative to this solicitation shall not be binding on the County.

4) EVALUATION AND AWARD CRITERIA

a) EVALUATION TEAM

A duly appointed Evaluation Team will conduct proposal evaluations.

b) AWARD CRITERIA

The Evaluation Team shall evaluate each of the Proposals using the criteria set forth in **Exhibit A** attached hereto. The County reserves the right to request Proposers to appear for an additional presentation followed by a question and answer period, in order to further evaluate qualifications. The additional presentations, if any, will also be scored and combined with prior scoring to determine the successful Proposer. The County is not obligated to accept the lowest cost proposal. The County may also award to other than the highest ranked proposer if the price submitted by that proposer is more than the budget available for the project. The award of the contract, if awarded, will be made to the Proposer providing the most responsive, responsible proposal that provides the best overall value and service. The award, if awarded, will take into consideration several factors, including the soundness and flexibility of the proposal, functional capability, quality of performance, quality of service, the time specified in the proposal for the performance of the contract, ability to provide support, overall cost, and the Proposer's references. **The County reserves the right to reject all proposals or accept such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal.** The Evaluation Team will make their recommendation to the full County Council, if applicable. The County Council has the right to accept or refuse the Evaluation Team's recommendation.

c) NOTICE OF AWARD

If awarded, the Notice of Award will be posted on the County's website at:

www.oconeesc.com/Departments/KZ/Procurement.aspx .

5) PRELIMINARY MATTERS

a) EXECUTION OF AGREEMENT.

The Successful Proposer shall sign and deliver the Agreement and such other required Contract Documents to the County within ten (10) Calendar Days after the Notice of Award has been received by the Proposer.

b) DELIVERY OF CERTIFICATES OF INSURANCE AND BONDS.

When the Successful Proposer delivers the executed Agreement to the County, the Successful Proposer shall also deliver to the County such Payment Bonds, Performance Bonds, and Certificates of Insurance as may be required.

6) GENERAL INFORMATION AND REQUIREMENTS

a) AFFIRMATIVE ACTION.

The Successful Proposer shall take affirmative action in complying with all Federal, State and County requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reasons of race, color, sex, religion, national origin and/or physical handicap.

b) AMBIGUOUS OFFERS.

Proposals that are uncertain as to terms, delivery, compliance requirements, and/or specifications, may be rejected or otherwise disregarded.

c) EXPLANATION TO PROSPECTIVE PROPOSERS.

i) Every effort has been made to ensure that all information needed is included in this RFP. If the Proposer finds that he/she cannot complete his/her response without additional information, he/she may submit written questions to the issuing office on or before the deadline set forth herein. No further questions will be accepted after that date.

ii) Any prospective Proposer desiring an explanation or interpretation of the RFP, shall request in writing, five (5) days prior to proposal receipt date, which will allow a reply to reach all prospective Proposers before submission of their proposal.

iii) Oral explanations and/or instructions given before the award of the contract shall not be binding. Any information given to a prospective Proposer about this solicitation shall be promptly furnished to other prospective Proposers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.

d) AMENDMENTS.

All amendments to and interpretations of this solicitation shall be in writing and signed by the County. Any amendments or interpretations that are not signed and in writing shall not legally bind the County or its agents. It is the Proposer's responsibility to acknowledge receipt of amendments by signing and returning one (1) copy of the amendment by letter, scanned email, or fax to the Procurement Director.

e) DISCUSSIONS.

By a submission of a response to this solicitation, Proposer agrees that during the time following issuance of the solicitation and prior to final award of contract, Proposer shall not discuss this procurement with any party except the Procurement Director. Proposer shall not attempt to negotiate with any other parties, and shall not discuss any aspects of the procurement without prior written approval of the Procurement Director.

f) AWARDING POLICY.

i) The award of the contract shall be made in accordance with provisions of the Code of Ordinances of Oconee County, South Carolina, to the responsive, responsible Proposer whose proposal is determined to be the most advantageous to the County based on the criteria discussed above. However, the County reserves the right to reject any and all proposals received, and in all cases, the County shall be the sole judge as to whether a Proposer's proposal has or has not satisfactorily met the requirements of this RFP.

ii) If awarded, this contract will be awarded to the responsible and responsive Proposer whose proposal is determined in writing to be in the best interest of Oconee County (see Section 5 "Selection Process and Criteria"). Oconee County will be the sole judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP. The document that will form the contract shall include this entire solicitation, all applicable amendments, and the successful Proposer's proposal.

g) REJECTION OR ACCEPTANCE OF PROPOSALS; WAIVER OF TECHNICALITIES AND IRREGULARITIES.

- i) The County shall reserve the unqualified right to reject any and all proposals or accept such proposals, as appears in the County's own best interest.
 - ii) The County shall reserve the unqualified right to waive technicalities or irregularities of any kind in solicitations made pursuant to this RFP.
 - iii) In all cases, the County shall be the sole judge as to whether a proposer's proposal has or has not satisfactorily met the requirements to solicitations made pursuant to this RFP.
 - iv) The County may reject any proposal that fails to conform to the essential requirements of the RFP.
 - v) The County may reject any proposal that does not conform to the applicable *specifications* unless the RFP authorized the submission of alternate Proposals and the services offered as alternates meet the requirements specified in the RFP.
 - vi) The County may reject any proposal that fails to conform to any delivery schedule or permissible alternates stated in the RFP.
 - vii) The County may reject a proposal when the Proposer imposes conditions that would modify requirements of the invitation or limit the Proposer's liability to the County, since to allow the Proposer to impose such conditions would be prejudicial to other Proposers. For example, the County may reject proposals in which the Proposer:
 - (1) Protects against future changes in conditions, such as increased costs, if total possible costs to the County cannot be determined;
 - (2) Fails to state a fee schedule, if one is required.
 - viii) A Proposer may be requested to delete objectionable conditions from a proposal provided the conditions do not go to the substance, as distinguished from the form of the proposal, or work an injustice on other Proposers. A condition goes to the substance of a proposal where it affects price, quality, or delivery of the services offered.
 - ix) Any proposal may be rejected if the Procurement Director determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the proposal, but the prices for any individual line items as well.
 - x) Any proposal may be rejected if the prices for any line items or sub-line items are materially unbalanced.
 - xi) Proposals received from any person or concern that is suspended, debarred, proposed for debarment or declared ineligible as of the proposal opening date shall be rejected unless a compelling reason determination is made.
 - xii) The Procurement Director must reject Proposals received from entities determined to be non-responsible.
 - xiii) The originals of all rejected Proposals, and any written findings with respect to such rejections, shall be preserved with the papers relating to the RFP.
- h) After submitting a proposal, if all of a Proposer's assets or that part related to the proposal are transferred during the period between the proposal opening and the award, the transferee may not be able to take over the proposal. Accordingly, the Procurement Director shall reject the proposal unless merger, operation of law or other means not barred by law effects the transfer.
- i) **PROTEST PROCEDURE**
- i) **Right to Protest.** Any actual or prospective offeror or Proposer who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director, except as otherwise stated in this section. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved prospective offeror, or Proposer knows or should have known of the facts giving rise thereto.

- ii) Authority to Resolve Protests. The Procurement Director shall have authority to settle and resolve a protest by an aggrieved offeror or Proposer, actual or prospective, concerning the solicitation or award of a contract.
- iii) Decision on Protests. If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision in writing within ten (10) calendar days. The decision shall: (a) state the reasons for the action taken; and (b) inform the protestant of the protestant's rights to appeal the decision of the Procurement Director as provided in this Section.
- iv) Notice of Decision on Protests. A copy of the decision of this Section shall be mailed or otherwise furnished to the protestant.
- v) Finality of Decision on Protests. A decision under this Section shall be final and conclusive, unless a business adversely affected by the decision appeals administratively to the County Council in accordance with the Oconee County Code of Ordinances.

j) COMPLETE DOCUMENTS.

All supplementary documents and attachments are essential parts of this RFP and requirements occurring in one are as binding as though occurring in all.

k) CONTRACT ADMINISTRATION.

Questions or problems arising after award of this contract shall be directed to the Procurement Director by calling 864-638-4141. Copies of all correspondence concerning this contract shall be sent to the Procurement Director, 415 S. Pine Street, Walhalla, SC 29691. All change orders must be authorized in writing by the Procurement Director. Oconee County shall not be bound to any change in the original purchase order or contract without prior written approval of the Procurement Director.

l) COVENANT AGAINST CONTINGENT FEES.

The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

m) DEFAULT.

In case of default by the Successful Proposer, the County reserves the right to purchase any or all services in open market, charging said Proposer with any excess costs. Should such charges be assessed, no subsequent Proposals of the defaulting Proposer shall be considered until the assessed charges have been satisfied.

n) SUBCONTRACTS.

Proposer shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Proposer proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed Subcontractor, with the proposed scope of work which its Subcontractor is to undertake. The County shall have the right to reject any Subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. Proposer shall not enter into any cost reimbursable agreements with any proposed Subcontractor without County's prior written authorization. Notwithstanding any consent by the County to a proposed subcontract, Proposer shall remain responsible for all subcontracted work and services. Proposer agrees it shall be as fully responsible to the County for the acts and omission of its Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Proposer. Neither this provision, the agreement, the County's authorization of Proposer's agreement with Subcontractor, County's inspection

of a subcontractor's facilities or work, or any other action taken by the County in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the County. Proposer shall include in each of its subcontracts a provision embodying the substance of this provision and shall exhibit a copy thereof to the County before commencement of any work by a Subcontractor. Proposer's violation of this provision shall be grounds for the County's termination of this agreement for default, without notice or opportunity for cure. In addition, Proposer indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any Subcontractor of Proposer (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

o) **INSURANCE REQUIREMENTS**

The Successful Proposer shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the County by the Successful Proposer, his agents, representatives, employees or subcontractors. A Certificate of Insurance shall be submitted within ten (10) Calendar Days after the Notice of Award has been received by the Proposer and such coverage shall be maintained by the Successful Proposer for the duration of the contract period; for occurrence policies.

Commercial General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits:

- \$2,000,000 General Aggregate Limit
- \$2,000,000 Products & Completed Operations
- \$2,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence Limit
- \$50,000 Fire Damage Limit
- \$5,000 Medical Expense Limit

Business Commercial Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Successful Proposer, his agents, representatives, employees or subcontractors.

Minimum Limits:

- \$1,000,000 Combined Single Limit
- \$1,000,000 Each Occurrence Limit
- \$5,000 Medical Expense Limit

Workers' Compensation

Limits as required by the Workers' Compensation Act of SC, to include state's endorsement for businesses outside of SC. Employer's Liability, \$1,000,000.

Professional Liability

Minimum limits are \$1,000,000 per occurrence.

Insurance Coverage Provisions

- i) All deductibles or self-insured retention shall appear on the certificate(s).
- ii) Oconee County, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- iii) The Successful Proposer's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
- iv) Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

- v) All coverage for subcontractors of the Successful Proposer shall be subject to all of the requirements stated herein.
- vi) All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the Successful Proposer shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- vii) Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
- viii) The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
- ix) The Successful Proposer shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
- x) All insurance shall be placed with insurers who are lawfully authorized to do business in the state of SC, and who maintain an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from the County's Risk Manager.

p) ASSIGNMENT OF AGREEMENT.

No agreement may be assigned, sublet, or transferred without the prior written consent of the County. This RFP package, the negotiated results documented in writing, and the winning Proposer's proposal shall constitute the entire agreement.

q) STATEMENT OF COMPLIANCE AND ASSURANCES.

- i) Proposers to be eligible for consideration shall be required to certify in writing, that the firm or agency represented in the proposal submitted, complies with all applicable federal and state laws/regulations and County ordinances.
- ii) Proposers shall be required to provide with each proposal, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this agreement.
- iii) A statement of Assurance, Compliance and Non-collusion, a copy of which is attached hereto as **Exhibit B**, along with other statements and certifications shall be provided to Proposers and be part of each solicitation and shall be part of this agreement.

r) DRUG FREE WORKPLACE ACT.

It is the intent of the County to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. Proposers shall be required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act, a copy of which is attached hereto as **Exhibit C**. Failure to comply with this requirement shall result in rejection of a proposal.

s) EXAMINATION OF RECORDS.

The Oconee County Administrator or his duly authorized representative(s), and/or duly authorized representative from the Procurement Office shall until three (3) years after final payment under the agreement resulting from this RFP, have access to and the right to papers and other records involving transactions related to the agreement to be awarded hereunder.

t) 6% SOUTH CAROLINA SALES TAX.

Oconee County is subject to South Carolina Sales Tax on all purchases of goods and services. Therefore, 6% sales tax must be added to all orders. When applicable, net prices as shown in the

proposal shall exclude such Federal and State Tax amounts. By submission of a signed bid, the Proposer is certifying, under penalties of perjury, that the Proposer complies with Title 12, Chapter 36, Article 1 of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. The Proposer's signature below will certify to the County the Proposer's compliance.

u) FAILURE TO SUBMIT PROPOSAL.

Recipients of this solicitation not responding with a proposal should return the "No Proposal" form attached as **Exhibit D** hereto. If a recipient does not submit a proposal or fails to respond by submitting a "no proposal" for three (3) consecutive proposals for the same commodity, they shall be removed from the applicable Proposer list.

v) NON-APPROPRIATION

In case of non-appropriation of funds from the County, the federal government or otherwise, the County may terminate the Contractor Agreement in whole or in part without further obligation to the Proposer.

w) FORCE MAJEURE.

The Proposer shall not be liable for any excess costs if the failure to perform the agreement resulting from this RFP arises out of causes beyond the control and without fault or negligence of the Proposer, including an act of God, earthquake, flood, cyclone or other cataclysmic phenomenon of nature, a rain, windstorm, high water or other natural phenomenon of unusual intensity for the locality where the Work is to be performed, but which might reasonably have been anticipated from historical records of the general locality shall not be construed as an act of God, the act of the public enemy, fire, explosion, perils of the sea, war, riot, sabotage, acts of governmental authorities, embargo, or any other circumstances of like or different character beyond the reasonable control of the Proposer, or by interruption or delay in transportation, labor trouble of a supplier from whatever cause arising and whether or not the demands of the employees involved are reasonable and within the affected party's power to concede or compliance with any order or request of any governmental officer, department, agency or committee. Provided; however, that any failure which the Proposer intends to rely upon as an excuse for failure to perform or failure to perform in a timely manner, shall only be considered by the County if the Proposer has given the County written notice of intention to rely upon such act within ten (10) Calendar Days after the occurrence giving rise to the delay. Upon the occasion of such event, the parties shall meet and confer and any additional time necessary shall be fixed by the County, which determination shall be final.

x) IMPROPER INFLUENCE AND PROHIBITION OF GRATUITIES.

i) Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the Procurement Director is hereby prohibited. Violation of this provision may result in suspension or debarment.

ii) Section 8-13-720, as amended, of the 1976 Code of Laws of South Carolina states:

No person may offer or pay to a public official, public member, or public employee and no public official, public member, or public employee may solicit or receive money in addition to that received by the public official, public member, or public employee in his official capacity for advice or assistance given in the course of his employment as a public official, public member, or public employee.

y) INDEMNIFICATION.

Proposer shall indemnify, defend and hold harmless the County, its employees, council members, agents, attorneys, and officers, each from and against all loss, damage, claims, and actions, and all expenses, including, but not limited to, attorney's fees and costs, incidental to such claims or actions, including but not limited to liability as a result of injury to or death of any person, based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by the Proposer or anyone acting under its direction or control or in its behalf in the course of its performance

under the agreement to be entered hereunder, and directly or indirectly caused, in whole or in part, by acts or omissions, negligence or otherwise, of Proposer or an agent of the Proposer or an employee of anyone of them, regardless of the negligence of the County or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole gross negligence or willful misconduct of the County. Upon request of the County, Proposer shall, at no cost or expense to the County, defend any suit asserting a claim for any loss, damage or liability specified above, and Proposer shall pay any cost and attorneys' fees that may be incurred by the County in connection with any such claim or suit or in enforcing the indemnity granted above.

z) PROPOSER'S QUALIFICATIONS.

Proposals shall be considered only from Proposers who are regularly established in the business called for, and who in the judgment of the County are financially responsible and able to show evidence of their reliability, ability, experience, facility and personnel directly employed or supervised by the Proposer. Proposer must be able to render prompt and satisfactory service in the volume called for under the agreement. County may make such investigation, as it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County all such information and data as the County may request, including, if requested, a detailed description of the method and program of the work which the Proposer proposes to use. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein. Conditional proposals will not be accepted.

aa) PROPOSER'S RESPONSIBILITY.

Each Proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. The failure or omission of a Proposer to acquaint itself with existing conditions shall in no way relieve the Proposer of any obligation with respect to this solicitation or agreement.

bb) PUBLICITY RELEASES.

Proposer agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The Proposer shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The Proposer also agrees not to publish, or cite in any form, any comments or quotes from the County Staff, unless it is a direct quote from the County Administrator.

cc) SEVERABILITY.

If any term or provision of any agreement resulting from this solicitation shall be found to be illegal or enforceable, notwithstanding any such legality or enforceability, the remainder of said agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable therefrom.

dd) NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT.

The form attached as **Exhibit E** must be completed by any Proposers that do not have a business that resides in South Carolina.

ee) ILLEGAL IMMIGRATION REFORM ACT.

By submittal of this proposal, the Proposer is hereby certifying that the Proposer is in compliance with Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, or that this law is inapplicable to the Proposer and the Proposer's subcontractors. An overview of this law is available at www.procurementlaw.sc.gov/immigration. The Successful Proposer shall be in full compliance with the requirements set forth in Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, and the Successful Proposer agrees to provide to the County any documentation required to establish

either: (a) Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, is inapplicable to the Successful Proposer or any subcontractor or sub-subcontractor of the Successful Proposer; or (b) the Successful Proposer and any subcontractor or sub-subcontractor of the Successful Proposer is in full compliance with Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended. The Successful Proposer will, at all times during the Term, be in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Successful Proposer shall indemnify, hold harmless and defend the County against any and all actions, proceedings, penalties or claims arising out of the Successful Proposer's failure to strictly comply with IRCA or Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended.

ff) SOUTH CAROLINA LAW CLAUSE.

Upon award of a contract under this proposal, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business within the State. Notwithstanding the fact that applicable statutes may exempt or exclude the Proposer from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the Proposer agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

gg) CONFIDENTIAL INFORMATION.

The County will mark as "*Confidential*" any information which the County considers to be proprietary, confidential information (the "County's Confidential Information"). The County's Confidential Information which may be as part of this RFP, or otherwise provided as a part of the procurement process, is the property of the County. Without the prior written consent of the County, the Proposer will not, at any time, use, publish, sell, deliver or otherwise disclose the County's Confidential Information to any third party or for the benefit of anyone other than the County. The Proposer will promptly advise the County in writing if it learns of any unauthorized use or disclosure of the County's Confidential Information. The County's Confidential Information is and shall continue to be the exclusive property of the County. Immediately upon the Award, the Proposer, if not the Successful Proposer, shall deliver to the County or certify the destruction or permanent deletion of all the County's Confidential Information and all copies of the County's Confidential Information, in any media or format, then in its actual or constructive possession or control and the Proposer shall cease using any of the County's Confidential Information, at any time, when so requested by the County.

The Proposer shall indemnify and hold harmless the County or anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of any unauthorized use or disclosure of the County's Confidential Information by the Proposer and shall defend all such claims in connection with any alleged infringement of such rights.

The undersigned Proposer has read and understands the provisions contained herein and agrees to be bound by same.

PROPOSER

(Name of Corporation or Entity)

By: _____
Name: _____
Its: _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH PROPOSAL

EXHIBIT A

EVALUATION CRITERIA

Note: The proposals will be publicly opened. Only the names of the proposers will be disclosed at the opening. Contents of the proposal shall not be disclosed during the evaluation or negotiation phases. Proposals shall be available for public inspection after award of the agreement. Proposals must be clearly marked “**CONFIDENTIAL**” for each part of the proposal that is considered to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976, *as amended* (“South Carolina Freedom of Information Act”). If any part is designated as “**CONFIDENTIAL**”, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure.

Oconee County shall evaluate each written proposal, determine whether oral discussions are necessary, then based on the content of the written proposal and any oral discussion, select the proposer best qualified for the project and which is most advantageous to Oconee County, based on the following factors listed below.

The evaluation criteria will be:

- 1. Qualifications of the Firm and Key Individuals within the firm – 30%**
- 2. Experience with similar projects and References – 30%**
- 3. Capabilities and Resources – 20%**
- 4. Compensation – 20%**

Oconee County reserves the right to accept and/or reject any and all proposals received as a result of this request, and to negotiate with any and all qualified proposers. An award resulting from this request shall be made to the responsive and responsible proposer whose proposal is determined to be in the best interests of Oconee County, taking into consideration the cost and the evaluation factors set forth herein. Oconee County will be the sole judge as to whether a proposal has satisfactorily met the requirements of this request for proposal.

Representatives of Oconee County will evaluate individual proposals. Any proposer determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further. Any proposer that has demonstrated poor performance during either a current or previous agreement with Oconee County may be considered as an unqualified source and their proposal may be rejected. Oconee County reserves the right to exercise this option as is deemed proper or necessary.

EXHIBIT B

Statement of Assurance, Compliance, and Non-Collusion

STATE OF _____)
COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

- (1) The undersigned, as Proposer, certifies that every provision of this proposal has been read and understood.
(2) The Proposer hereby provides the following representations and assurances:
(a) The Proposer represents that he has familiarized himself with and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, the Work, the locality, local conditions, state, and local laws, ordinances, rules and regulations, as well as all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications which are applicable to the Project and the Work or that may in any manner affect performance of the Work, including, but not limited to those items listed in Section 9 of Exhibit B (Special Conditions) of the Agreement. The Proposer further represents that he has correlated his Proposal with the requirements of the Contract Documents; and
(b) The Proposer shall comply with all requirements, stipulations, terms and conditions as stated in the proposal/proposal document; and
(c) The Proposer currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and
(d) The Proposer has not colluded with other Proposers possibly interested in this proposal in arriving at or determining prices and conditions to be submitted; and
(e) No person associated with Proposer's firm is an employee of Oconee County. Should Proposer, or Proposer's firm have any currently existing agreements with the County, Proposer must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
(f) Such agent as indicated below, is officially authorized to represent the firm in whose name the proposal is submitted.

(Name of Corporation or Entity)

Date: _____ By: _____
Print Name: _____
Title: _____

STATE OF _____)
)
COUNTY OF _____)

I, _____, Notary Public for the State of _____, do hereby certify

_____, by _____, its _____

(Name of Corporation or Entity)

(Signatory)

(Title of Signatory)

personally appeared before me this day and acknowledged the due execution of the foregoing.

Witness by my hand this _____ day

of _____, 2016.

Notary Public for _____

My Commission Expires: _____

EXHIBIT D

RFP 16-09 – PROFESSIONAL ENGINEERING SERVICES FOR OCONEE COUNTY SOLID WASTE

NO RESPONSE

If a “No Proposal” is to be submitted, please check the appropriate box(es) below and return this form, prior to the proposal opening date, to:

Robyn Courtright, Procurement Director
Oconee County Procurement Office
Room 100
415 South Pine Street
Walhalla, SC 29691

Cannot respond to this solicitation due to the following reason:

- Do not sell or provide the requested goods or services
- Cannot comply with specifications/statement of work
- Specifications/statement of work is unclear
- Cannot meet delivery or period of performance
- Delivery/period of performance is unreasonable
- Cannot meet the bond requirements
- Not enough time to prepare proposal
- Plan to subcontract
- Job is too large
- Job is too small
- Other(please specify) _____

(Name of Corporation or Entity)

Date: _____

By: _____
Print Name: _____
Its: _____

Exhibit E



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(Rev. 7/28/06)
3323

Mail to: The company or individual you are contracting with.

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring or Contracting with:
Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:
Name: _____

Address: _____

_____ Beneficiary of Trusts and Estates:
Name: _____

Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

- The South Carolina Secretary of State or
- The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) _____ (Seal) _____ Date _____

If Corporate officer state title: _____

(Name - Please Print)

33231010

SECTION 2 INTRODUCTION & BACKGROUND

Oconee County, South Carolina by way of this solicitation invites interested Engineering firms, licensed in the State of South Carolina, to submit proposals for the purpose of providing solid waste planning, permitting, facility design, project management and implementation, bidding assistance, environmental monitoring and reporting and construction quality assurance services as well as other services associated with the day to day operations and responsibilities as required by the Oconee County Solid Waste Department.

County Information. The County is located in extreme northwestern South Carolina in the region known as the piedmont. The County was formed in 1868 from a portion of Pickens County. The County has an area of 625 square miles and a population of approximately 74,000 residents.

Term of Agreement:

The base term of the contract will be for one (1) year from the date the contract is signed, with renewals for four (4) additional one (1) year periods, contingent upon satisfactory appraisal of the previous one (1) year period, and pending availability of appropriated funds, not to exceed five (5) years total term.

Facilities Description:

The Oconee County Solid Waste Department currently operates a Class 2 landfill, a Materials Recovery Facility (MRF), a Mulching Facility, a Transfer Station, and 11 Manned Convenience Centers. The Landfill Operations also includes two closed unlined Class 3 landfills (located at the Seneca site and the Five Forks site). Both Class 3 landfills have groundwater contamination and are under ACM review. The Seneca site has a Methane Extraction and Flare System and the Five Forks site has a passive gas vent system.

Facility Records

1. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the County and all such material shall be remitted to the County by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the County. At the termination of any resulting contract, the engineer shall expedite the timely return of any documents.
2. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the County. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to the County. Vendor agrees, upon the request of the County to execute all papers and perform all other such acts necessary to assist the County in obtaining and registering copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.
3. Format of Documents: The County requires that any documents, including but not limited to reports, drawings, studies or photographs prepared by the vendor be submitted to the County in PDF format as well as the appropriate number of written copies as requested.

SECTION 3 SCOPE OF SERVICES

The engineering consultant shall provide the professional engineering and related services necessary to design, permit and provide construction administration and construction quality assurance of solid waste projects in accordance with all applicable local, state and federal laws; rules, regulations and the South Carolina Solid Waste Policy and Management Act of 1991, as amended. It is the goal of this Request for Proposals (RFP) to

select a qualified engineering consultant firm capable of providing the County all professional engineering services necessary for the Solid Waste Department.

Services expected to be required during the term of this agreement will include, but will not be limited to, the following:

- a) Provide professional solid waste engineering services regarding issues that may arise in the operations and environmental compliance of the County's solid waste management facilities.
- b) Provide planning, engineering, design and permitting assistance in accordance with SCDHEC regulations.
- c) Advise and assist in ensuring that the County is in compliance with all pertinent SCDHEC regulations.
- d) Advise and assist in all landfill related issues including monitoring and reporting, wetlands, storm water, etc.
- e) Update the County Solid Waste Management Plan as necessary.
- f) Assist in development of expansion and long term plans for the landfill and other facilities on the landfill property.
- g) Preparation of project documentation, plans, specifications, cost estimates, related studies, master plans, requests for waivers or permits from higher governmental authorities, and any briefing materials associated with operation/maintenance and construction of the Solid Waste Facility. Documents must provide a clear understanding of the landfill expansion needs within Oconee County, South Carolina, and lay out a clear, logical, ordered approach that should be followed to solve those needs.
- h) If a comprehensive design is required, project design phases shall include: Program, Schematic, Construction Documents, and Construction Management phases.
- i) Professional management throughout all phases of the project shall be required including, but not limited to, periodic progress reports/meetings, proper processing of invoices for services, timely processing of project correspondence, and contractor requests for payment and submittals

SECTION 4 PROPOSAL FORM

Name of Party making the Proposal: _____

To: Procurement Director for Oconee County

1. Pursuant to the Request for Proposals and the other Proposal documents contained in the Proposal package, the undersigned party making the Proposal, having become familiarized with the Professional Services **Agreement** (the "Agreement") provided in Section 7 of the Proposal Package, and having conducted a thorough inspection and evaluation of the local conditions affecting the performance of the services, hereby proposes and agrees to be bound by all the terms and conditions of the Agreement, if selected by the County, and agrees to perform, within the time stipulated, the services to be performed hereunder, including everything required to perform the services and complete in a good workmanlike manner all of the work required in connection with the following:

PROJECT: PROFESSIONAL ENGINEERING SERVICES FOR
OCONEE COUNTY SOLID WASTE DEPARTMENT
RFP No.: 16-09

All in strict conformity with the Agreement, including all exhibits and addenda thereto, the undersigned party making the Proposal hereby submits the following Proposal items:

- A. **QUALIFICATIONS:** Offerors and their Project Team shall demonstrate they meet the following minimum qualifications:
 - a) Lead designer shall have at least 10 years of progressively responsible experience in solid waste engineering, facility permitting, and operations support.
 - b) Where signatures or seals of Professional Engineers are specified, the Engineer shall be a registered Professional Engineer (PE) licensed to work in the State of South Carolina.
 - c) The Engineer shall be able to demonstrate responsiveness to clients and successful working relationships with State regulatory officials.
 - d) The Engineer shall have individuals with the expertise required to conduct the work described. These individuals will be located within five (5) hours travel time from the facility.
 - e) The Engineer will demonstrate that they possess a comprehensive knowledge of applicable Federal, State and local regulations for solid waste facilities including zoning requirements.

Provide resumes giving the qualifications, expertise and experience of the professional members of the company, who will be involved in Solid Waste projects. Include:

- Name, specialty and job title
- Years of relevant experience with the company (and previous employers)
- Academic degree(s), year received and discipline
- Professional registrations
- Office location where employed
- A synopsis of experience, training or other qualities that reflect the individual's related experience and expected contributions

- B. **EXPERIENCE & REFERENCES:** Provide a narrative of the Company's prior experience and qualifications in specific solid waste related projects in South Carolina of the proposed staff with regards to the following:
 - Landfill permitting and design
 - Solid waste facilities (i.e. MRFs, Transfer Stations, Convenience Centers)

- Mulching facility permitting and design
- Landfill gas collection facilities
- Air and stormwater permitting

Provide a brief description of five (5) similar projects performed by the firm within this past five (5) years. Identify the proposed staff members' roles with each project. Include an organizational chart for the project identifying personnel, positions, and responsibilities related to the project. Provide the dates of each project.

Provide a minimum of three (3) business references for which the Company has provided comparable engineering services. Include the agency or business name, a contact person's name, address, telephone number and email address. Oconee County prefers references from city or county government or other public or governmental agencies. These references may relate directly to the projects listed above or may be different.

- C. **CAPABILITIES AND RESOURCES:** List projects currently under contract or anticipated in the next five (5) years that involve equipment and key personnel that would also handle the Oconee County Solid Waste contract. Provide estimated times of completion for those contracts. Address availability and responsiveness of staff and the Company's ability to work collaboratively with sub-consultants and team members. List any proposed sub-consultants to be utilized, including resumes, experience and responsibilities of proposed personnel.
 - D. **COMPENSATION:** Due to the scope of this project, compensation shall be based on the selected firm's rate schedule. Respondents are requested to provide a rate schedule with their proposal, which may be marked "CONFIDENTIAL", and will not be subject to disclosure as part of the public record.
 - E. **INSURANCE REQUIREMENTS:** Attach a statement that the undersigned will comply with the insurance requirements stated in General Information, section (6) (o).
2. Each individual Proposal shall be evaluated based on the requirements and specifications and all other portions of the Proposal documents, and shall include all items necessary to perform the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Agreement and all supplies, transportation, facilities, equipment, labor, and services required to perform and complete the work, and any and all bonds, insurance and submittals, pursuant to the requirements of the Proposal Package, including, but not limited to, the Agreement and all Proposal documents, whether or not expressly listed or designated.
 3. It is understood that the County reserves the right to reject this Proposal and that this Proposal shall remain open and not be withdrawn for the period specified in the Request for Proposals.
 4. It is understood and agreed that if written notice of award of contract is mailed, transmitted by facsimile, or delivered to the party making the Proposal after the opening of the Proposal, and within the time this Proposal is required to remain open, or at any time thereafter before this Proposal is withdrawn, the party making the Proposal will execute and deliver to the County the Agreement, as well as certificates of insurance on or before the tenth (10th) day after the mailing of said notice. The party making the Proposal further agrees that the work under the Agreement shall be commenced by the party making the Proposal, if awarded the contract, on or before the tenth (10th) day following receipt of County's Notice to Proceed.
 5. It is understood and agreed that should the party making the Proposal fail or refuse to return executed copies of the Agreement and required bonds and insurance certificates to the County within the time specified, the Proposal security shall be forfeited to the County.
 6. The undersigned hereby warrants that the party making the Proposal has all required licenses, if any, that

such license(s) entitles the party making the Proposal to provide the services, that such license(s) will be in full force and effect throughout the duration of performance under the Agreement, and that any and all sub-contractors to be employed by the undersigned will have appropriate licenses.

- 7. The party making the Proposal hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of set forth in Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, and the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the party making the Proposal shall indemnify, hold harmless and defend the County against any and all actions, proceedings, penalties or claims arising out of the party making the Proposal's failure to comply strictly with the IRCA.
- 8. It is understood and agreed that if requested by the County, the party making the Proposal shall furnish additional notarized financial statements, references, and other information required by the County sufficiently comprehensive to permit an appraisal of the party making the Proposal's ability to perform the Agreement.
- 9. The undersigned hereby warrants that all services shall be completed in a timely fashion pursuant to the Agreement. Time is of the essence.
- 10. The undersigned warrants that the required Non-Collusion Affidavit has been properly executed, notarized and is attached.

THE UNDERSIGNED hereby declares that all of the representations of this Proposal are made under penalty of perjury under the laws of the State of South Carolina.

(Name of Corporation or Entity)

Date: _____

By: _____
Print Name: _____
Title: _____

ATTEST:

Print Name: _____
Title: _____

SECTION 5
INFORMATION REQUIRED OF PARTY MAKING THE PROPOSAL

THIS SECTION MUST BE FULLY COMPLETED

The party making the Proposal shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the Proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Party making the Proposal's firm and any of its owners, officers, directors, shareholders, parties or principals. County has discretion to request additional information depending on the Project.

1. Firm name and address: _____

2. Telephone No.: _____

3. Type of Entity: (check one) Individual ____ Partnership ____ Corporation ____
Limited Liability Company ____ Other _____

4. License No. (if any) _____

Class: _____

Name of license holder _____

D-U-N-S Number _____

5. Have you or any of your principals ever been licensed under a different name or different license number? _____ Response must include information pertaining to principals' association outside of the firm.

If Yes, give name and license number: _____

6. Names and titles of all principals of the firm:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

7. Number of years in the industry: _____

8. Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' association outside of the firm. _____ If the answer is "Yes," give dates, names and address of surety and details. _____

9. Have you or any of your principals been assessed damages for any services rendered in the past three (3) years? Response must include information pertaining to principals' association outside of the firm. _____

If Yes, explain: _____

10. Have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to services rendered during the past three (3) years? Response must include information pertaining to principals' association outside of the firm. _____

If Yes, provide name of public agency and details of the dispute. _____

11. Have you or any of your principals ever failed to complete a contract in the last three (3) years?

Response must include information pertaining to principals' association outside of the firm. _____

If so, give details: _____

12. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the County? _____

If so, please elaborate. _____

13. List of References:
Contracts of similar nature within the last three (3) years. County has discretion to require more than three (3) references.

Name: _____

Address and Telephone: _____

Email: _____

Contact Person: _____

Type of Contract: _____

Dates of commencement and
Completion of Contract: _____

Contract Amount: _____

Name: _____

Address and Telephone: _____

Email: _____

Contact Person: _____

Type of Contract: _____

Dates of commencement and
Completion of Contract: _____

Contract Amount: _____

Name: _____

Address and Telephone: _____

Email: _____

Contact Person: _____

Type of Contract: _____

Dates of commencement and
Completion of Contract: _____

Contract Amount: _____

14. Where is your nearest office to Oconee County, South Carolina?

SECTION 6 OTHER

All inquiries concerning this proposal shall be addressed to:

Robyn Courtright, Procurement Director
Oconee County Procurement Office
415 South Pine Street, Room 100
Walhalla, South Carolina 29691
Telephone: (864) 638-4141
Fax: (864) 638-4142
E-mail: rcourtright@oconeesc.com

Contact with other departments or County representatives without permission of the Procurement Director may render your proposal void.

SECTION 7 SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") has been made and entered into this ___ day of _____, 20__, by and between Oconee County, South Carolina (the "County"), and _____ ("Company").

WHEREAS, the County issued a Request for Proposals (the "RFP"), advertised on _____, for a company to provide services; and,

WHEREAS, the Company appears to have complied with all requirements set forth in the RFP and was the apparent successful proposer; and,

WHEREAS, the County desires to allow the Company, a legal entity properly authorized to do business under the laws of the State of South Carolina, to provide the services sought by the RFP; and,

WHEREAS, the Company desires to provide said services pursuant to the terms and conditions of this Agreement:

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Performance by Company.

The Company shall fully perform and execute all of the work necessary to complete the services for the County, in the manner requested by the County, as outlined in the RFP, the proposal of the Company, and in accordance with the specifications attached hereto as **Exhibit A** (the "Scope of Services") and hereby incorporated herein by reference (the "Work").

2. General Conditions.

This Agreement shall be subject to and governed by the General Conditions attached hereto as **Exhibit B** and hereby incorporated herein by reference (the "General Conditions").

3. Contract Documents.

The General Conditions, Special Conditions, the RFP, the proposal of the Company, this Agreement, the Specifications, and all exhibits, shall collectively constitute the "Contract Documents."

4. Commencement and Term of Agreement.

a. *Term of Agreement.*

The term of this Agreement shall be for a period of one (1) year commencing on _____ and terminating on _____. The County shall have separate options to extend the initial term for four (4) consecutive one (1) year terms on the same terms and conditions contained herein. The option to extend may only be exercised by the County, in its sole discretion, by giving written notice thereof to Company at least sixty (60) days prior to the expiration of the initial or then current term of this Agreement, as the case may be.

Investigation by Company Prior to Submission of Proposal.

The Company represents that it has analyzed the Contract Documents and investigated the conditions for the Work, all to the Company's satisfaction, prior to submitting its proposal and any delays or damages caused by terms or adverse conditions which were capable of being identified prior to the submission of the Company's proposal shall be at the sole risk of the Company.

5. Payment by County.

- a. *Basic Services.* Unless the parties otherwise agree at the time the scope of work for a specific project has been defined, the Company agrees to negotiate a proposal with itemized fees.
- b. *Special Services.* The following rates for labor and expenses shall be applicable. The hourly rates shown include salaries, payroll costs, overhead and profit. Please see **Exhibit C** for Rate Schedule.

6. Authority to Act.

The undersigned hereby represents and warrants that the Company is a duly formed legal entity and registered and in good standing in the State of South Carolina and that _____, whose title is _____, is authorized to act for and bind the entity to this Agreement.

IN WITNESS OF THIS AGREEMENT, The Company and the County have caused their names to be subscribed and their seals to be affixed as to the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Print Name: _____
Title: _____

COMPANY

(Name of Corporation or Entity)

By: _____
Print Name: _____
Title: _____

EXHIBIT A

SCOPE OF SERVICES

1. In General

The Company agrees:

- a. To deliver high quality professional services that can be audited against established standards.
- b. To deliver professional services in a cost-effective manner with reporting and accountability to the County.
- c. To provide professional services at full staffing using only licensed, certified and professionally trained personnel.
- d. To maintain an open and cooperative relationship with the administration and staff of the County.
- e. To maintain complete and accurate records.

2. Services to be Provided by Company (Insert Services from RFP here)

3. Deliverables

To be determined in future work authorizations mutually agreed upon by the County and the Company.

4. Other Matters

- a. In addition to any meetings set forth in the Contract Documents, the Company shall regularly meet with County-designated personnel or representatives as deemed necessary by the County.
- b. The Company shall provide all services described herein in accordance with all appropriate state and federal laws and regulations.
- c. The Company shall safeguard any confidential information received as a result of or pursuant to the Contract Documents to ensure that the information is not improperly disclosed. The Company will allow access to this information to other persons or organizations only if clearly directed to do so, in writing, by the County. The Company shall meet all statutory standards of confidentiality, including, without limitation, those set forth in any applicable federal or South Carolina state law.

EXHIBIT B

GENERAL CONDITIONS

1. County's Right to Stop the Work. If the Company fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Company to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Company or any other person or entity.

2. County's Right to Carry Out the Work. If the Company defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies the County may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Company the reasonable cost of correcting such deficiencies, including County's expenses and compensation for the additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Company are not sufficient to cover such amounts, the Company shall pay the difference to the County.

3. Supervision. The Company shall supervise and direct the Work, using the Company's best skill and attention. The Company shall be solely responsible for and have control over the Work, means, methods, techniques, equipment, sequences, and procedures and for coordinating all portions of the Work, pursuant to the specifications and the Contract Documents. The Company shall be responsible to the County for acts and omissions of the Company's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Company or any of its subcontractors.

4. Labor and Materials.

4.1. The Company shall provide and pay for all materials and equipment necessary for proper execution and completion of the Work.

4.2. The Company shall provide and pay for all professional personnel necessary to perform the Work, including the following individuals who were named in the Company's Proposal. These key personnel shall remain assigned for the duration of the Work, unless otherwise agreed to in writing by the County. In the event the Company proposes to substitute any of the key personnel designated below, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The County shall have the sole right to determine whether key personnel proposed as substitutes are qualified to perform the Work. The County shall not unreasonably withhold approval of staff changes.

| Position Title | Name of Individual |
|----------------|--------------------|
| | |
| | |
| | |
| | |

4.3. The Company shall enforce strict discipline and good order among the Company's employees and other persons carrying out the Work. The Company shall not permit employment of persons not properly licensed to perform the work assigned, unfit persons, or persons not skilled in tasks assigned to them.

4. Warranty. The Company warrants to the County that services furnished and Work performed under the Contract Documents will be of good quality, consistent with industry standards, and that the Work will conform to the requirements of the Contract Documents. The Company further warrants to the County that it possesses a high level of experience and expertise in the services to be provided under the Contract Documents. Work not conforming to the requirements set forth in the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Company by law with respect to the Company's duties, obligations, and performance hereunder.

The Company acknowledges that the County is relying upon the Company's skill and experience in connection with the Work.

5. Company Assurance of Good Standing. The Company warrants that it is not in arrears to the County upon debt or contract and is not in default as surety, contractor or otherwise on any obligation to the County. The Company warrants that it is financially solvent, able to pay all debts as they mature, and is possessed of sufficient working capital to complete the Work and perform all obligations hereunder. The Company warrants that it is authorized to do business in the State of South Carolina and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work.

6. Taxes. The Company shall pay all sales, consumer, use and similar taxes for the Work provided by the Company.

7. Permits, Fees and Notices.

7.1. Unless otherwise provided in the Contract Documents, the Company shall secure and pay for any permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract Documents and which are legally required when Proposals are received or negotiations concluded.

7.2. The Company shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

7.3. If the Company performs Work knowing it to be contrary to laws, statutes, ordinances, and/or rules and regulations, the Company shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

8. Limitation on Liability, Release, and Indemnification.

8.1. The Company hereby releases the County from any claim or liability for damages that the Company may have arising out of the Contract Documents for property damage, injury or death.

8.2. The Company will hold the County harmless and indemnify the County, its agents, officers, County Council members, and employees from and against any and all claims, actions or causes of action and for any and all damages, liabilities, claims, penalties, expenses and costs, including, but not limited to, attorney's and other professional fees, arising out of the Contract Documents or the performance of the services described or referred to in the Contract Documents, specifically including, without limitation, the Work, but only to the extent caused by the negligent or intentional acts or omissions of the Company, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

8.3. Company shall assume all risks and responsibilities for losses of every description in connection with the service that can be attributed either directly or indirectly to the Company.

8.4. Any approval or payment by the County shall not constitute, nor be deemed a release of the responsibility and liability of the Company, its employees, subcontractors, agents and consultants for the Work; nor shall such approval or payment be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the Work performed by the Company, its employees, subcontractors, agents and consultants.

8.5. All indemnification and release provisions in favor of the County shall survive the expiration or sooner termination of the Contract Documents.

9. Enforcement. The Company agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of the Contract Documents.

10. Status of Company as Independent Contractor. It is expressly agreed that Company's status hereunder is that of an independent contractor and that Company is not an agent, employee, servant, partner, or joint venturer of the County. Company is exclusively responsible for and in control of the Company's employees and agents, and performance of Company's duties hereunder. Neither Company nor any person hired by Company shall be considered employees of the County for any purpose.

11. Subcontractual Relations.

11.1. Company will not subcontract work or services under the Contract Documents without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void.

11.2. If Company proposes to subcontract any of the work or services under the Contract Documents, the Company will submit to the County the name of each proposed Subcontractor along with the proposed scope of work which its Subcontractor is to undertake. The County has the right to reject access to or use of any Subcontractor which the County considers unable or unsuitable to satisfactorily perform its duties.

11.3. Company agrees it shall be as fully responsible to the County for any act or omission of the Company's Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Company. Neither this provision, the County's authorization of Company's agreement with Subcontractor, County's inspection of a Subcontractor's facilities or work, or any other action taken by the County in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the County.

11.4. By appropriate agreement, written where legally required for validity, the Company shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Company by terms of the Contract Documents, and to assume toward the Company all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Company, by these Documents, assumes toward the County. Each subcontract agreement shall preserve and protect the rights of the County with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Company shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Company shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents.

12. Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Company to the County provided that: (a) assignment is effective only after termination of the Contract Documents by the County for cause and only for those subcontract agreements which the County accepts by notifying the Subcontractor and Company in writing; and, (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract Documents.

13. Limitations on Assignment of the Contract Documents. Company will not assign or transfer any interest in the Contract Documents without the prior written consent of the County, and any attempt to do any of the foregoing without such prior written consent shall be null, void, and of no effect. Any assignment or transfer of any interest in the Contract Documents will be subject to compliance with the provisions of the Contract Documents and will not alleviate any of Company's obligations in the Contract Documents.

14. Termination by the County for Cause.

14.1. If the Company persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or is guilty of any other material breach of a provision of the Contract Documents, the County may, without prejudice to any other rights or remedies of the County, provide written notice of termination of the Contract Documents and subsequently terminate the Contract Documents seven (7) days after said written notice and may accept assignment of subcontracts as provided herein; or finish the Work by whatever reasonable method the County may deem expedient. Upon request of the Company, the County shall furnish to the Company a detailed accounting of the costs incurred by the County in finishing the Work.

14.2. When the County terminates the Contract Documents for one of the reasons stated in the preceding paragraph, the Company shall not be entitled to receive further payment until the Work is completed.

14.3. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, and other damages incurred by the County which have not been expressly waived, such excess shall be paid to the Company as set forth in the Agreement. If such costs and damages exceed the unpaid balance, the Company shall pay the difference to the County. This obligation of payment to the Company or County, as the case may be, shall survive termination of the Contract Documents.

15. Suspension by the County for Convenience. The County may, without cause, order the Company in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine.

16. Termination by the County for Non-Appropriation. The Company hereto agrees that payments due from the County, as required under the terms of the Contract Documents, if any, are contingent upon the availability of appropriated funds. In the case of non-appropriation of funds, the County may terminate the Contract Documents in whole or in part without further obligation to the Company.

17. Termination by the County for Convenience.

17.1. The County may, at any time, terminate the Contract Documents for the County's convenience and without cause.

17.2. Upon receipt of written notice from the County of such termination for the County's convenience, the Company shall:

17.2.1. cease operations as directed by the County in the notice;

17.2.2. take actions necessary, or that the County may direct, for the protection and preservation of the Work; and

17.2.3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

17.3. In case of such termination for the County's convenience, the Company shall be entitled to receive payment for documented Work already executed, and costs incurred, at the time of receiving the written notice.

18. Obligations Upon Expiration or Earlier Termination.

18.1. Upon the expiration or earlier termination of this Agreement, the Company shall promptly:

18.1.1. Upon request by the County, deliver to the County or such other person as the County shall designate all materials, supplies, equipment, keys, contracts and documents, all books of account and records maintained pursuant to the Contract Documents, pertaining to this Agreement.

18.1.2. Deliver to the County, in a reasonably organized form without restriction on future use, reproducible original plans, field surveys, maps, cross sections and other data, designs and instruments of service related to the Work.

18.1.3. Cooperate in providing all information, should the County subsequently contract with a new company for continuation of the Work.

18.1.4. Furnish all such information, take all such other action, and cooperate with the County as the County shall reasonably require to effectuate an orderly and systematic termination of the Work and the Company's services, duties, obligations and activities hereunder.

18.1.5. Furnish a report of all outstanding orders for services, materials and supplies ordered by the Company as a result of its obligations arising under this Agreement at the time of expiration or termination. Such report shall include the status of payment for such services, including whether they have been charged to or paid by the Company. Such report shall be furnished no later than thirty (30) Calendar Days after the date of expiration or termination.

19. Insurance. The Company shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under the Contract Documents, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the Company shall obtain all other insurance coverage as may be required by law.

19.1. General Liability Insurance:

19.1.1. Limits of Liability: \$2,000,000.00 in the aggregate and \$1,000,000.00 per occurrence.

19.1.2. Coverage: Premise operations, blanket contractual liability, personal injury liability, products and completed operations, independent contractors, employees as insureds.

19.2. Workers' Compensation and Employers' Liability Insurance:

19.2.1. Limits of Liability: Workers' Compensation - Statutory Limits.
Employers' Liability - Statutory Limits.

19.2.2. Other States' coverage and South Carolina endorsement.

19.3. Business Commercial Automobile Liability Insurance:

19.3.1. Coverage sufficient to cover all vehicles owned, used, or hired by Company, his agents, representatives, employees or subcontractors.

19.3.2. Combined Single Limit: \$1,000,000.00

19.3.3. Each Occurrence Limit: \$1,000,000.00

19.4. Professional Liability Insurance:

19.4.1. Limit of Liability: \$1,000,000.00 per claim

19.5. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of South Carolina. The County requires that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the County at least ten (10) days before the Work is started. If the term of the Agreement coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the County no later than thirty (30) days after the effective date of the policy.

19.6. General Liability and Automobile Liability policies shall include the County as additional insured party thereunder; and all policies shall provide that at least thirty (30) days prior written notice be given to the County in the event coverage is canceled or non-renewed or coverage is reduced.

19.7. If the Company desires to self-insure any or all of the coverages listed in this section, it shall provide to the County documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.

19.8. The County reserves the right to review categories and levels of insurance coverage held by the Company in an ongoing program of risk management. The Company will be notified, in writing, of coverage requirements as determined by this review and the Company agrees to secure such uniformly requested and required coverage.

19.9. If the Company fails to obtain or maintain the required insurance, the County shall have the right to treat such failure as a material breach of the Contract Documents and to exercise all appropriate rights and remedies as a result thereof.

19.10. The Company shall furnish separate Certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in the Contract Documents.

19.11. It is the intent of the specifications of insurance requirements above that the Company shall maintain in force the broadest commonly available coverage against the risks and perils listed above. If insurance against the listed risks and perils is commonly available, the failure to specify such insurance shall not relieve the Company from its duty to maintain such insurance. Also, the specification of any insurance in the Contract Documents does not limit any of the other obligations of the Company under those documents.

20. No Waiver of Breach. No failure by either the County or Company to insist upon the strict performance by the other of any covenant, agreement, term or condition of the Contract Documents, or to exercise any right or remedy consequent upon a breach of any covenant, agreement, term or condition of the Contract Documents, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter the Contract Documents, but each and every covenant, condition, agreement and term of the Contract Documents shall continue in full force and effect with respect to any other then existing or subsequent breach.

21. Waivers and Amendments to the Contract Documents. No modification, waiver, amendment, discharge or change of the Contract Documents will be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

22. Mediation.

22.1. If the parties are unable to resolve any claims between them, the parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party.

22.2. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Walhalla, South Carolina, unless another location is mutually agreed upon in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

22.3. The Company shall carry on the Work during all claims, disputes or disagreements with the County. No Work shall be delayed or postponed by the Company pending resolution of any claims, disputes or disagreements, except as authorized, in writing, by the County.

23. No Liens. South Carolina law provides that no lien may be attached to public property.

24. Notice to Company and the County. Unless otherwise specifically provided in the Contract Documents or by law, any and all notices or other communications required or permitted by the Contract Documents or by law to be served on, given to, or delivered to any party to the Contract Documents will be in writing and will be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or without personal delivery, when three (3) business days have elapsed following deposit of the notice or other communication in the United States mail, first-class postage prepaid, certified, return receipt requested, and:

If to County, addressed to:
Oconee County
415 S. Pine Street
Walhalla, SC 29691
Attn: Procurement Director

If to Company, addressed to:

Attn: _____

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

25. Compliance with the Immigration Reform and Control Act. The Company shall, at all times during the term of the Agreement, be in full compliance with the requirements set forth in Chapter 14 of Title 8 and Chapter 8 of Title 41 of the South Carolina Code of Laws, 1976, as amended. The Company shall, at all times during the term of the Agreement, be in full compliance with the provisions of the Immigration Reform and Control Act of 1986 (“IRCA”) in the hiring of its employees. The Company shall indemnify, hold harmless and defend the County against any and all actions, proceedings, penalties or claims arising out of the Company’s failure to strictly comply with IRCA or Chapter 14 of Title 8 and Chapter 8 of Title 41 of the South Carolina Code of Laws, 1976, as amended.

26. Undue Influence. Company agrees not to hire any County personnel who may exercise or have exercised discretion in the awarding, administration or continuance of the Contract Documents for one (1) year following the termination of the employee from County service.

27. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by the Contract Documents by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other similar cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act, only, will be excused for the period of the delay; and the period for the performance of any such act, only, will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section will excuse Company from the prompt payment of any fee or other charge required of Company except as may be expressly provided elsewhere in the Contract Documents; and, provided further that any party claiming the application of this Section immediately resumes performance as soon as the cause claimed under this Section ends.

28. Compensation General Terms and Conditions.

28.1. Company’s travel, meals, lodging, parking or other expenses incidental to the performance of responsibilities under the Contract Documents shall be borne solely by the Company.

28.2. The County will not make payment on behalf of the Company to any fringe benefit program, or withhold any money from compensation for any federal, state or local tax program or for any other reason, all of such obligations belonging exclusively to the Company.

29. Severability of Terms of the Contract Documents. In the event any portion of the Contract Documents is declared invalid or unenforceable by any entity of competent jurisdiction, the remaining portions of the Contract Documents are and shall be deemed separable and shall remain in full force and effect.

30. Captions. Captions in the Contract Documents are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of the Contract Documents or any of the terms of the Contract Documents.

31. Applicable Law of the Contract Documents. If legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Oconee County, South Carolina. The Contract Documents shall be governed by and construed at all times in accordance with the laws and court decisions of the State of South Carolina, without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties have executed these General Conditions as of the date first written above.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Print Name: _____
Title: _____

COMPANY

(Name of Corporation or Entity)

By: _____
Print Name: _____
Title: _____